

have examined this application and find that it is: ☐ not an "action".

TO APPROPRIATE PUBLIC WATERS OF THE STATE OF WASHINGTON

RECEIVED
FEB - 8 1993

☒ categorical ☐ SURFACE WATER ☒ GROUND WATER

2/19/93 \$10.00 MINIMUM STATUTORY EXAMINATION FEE REQUIRED WITH APPLICATION

SIGNATURE (GRAY BOXES FOR OFFICE USE ONLY)

APPLICATION NO. G1-26927	W.R.I.A. 15	COUNTY Kitsap	PRIORITY DATE 2/8/93	TIME	ACCEPTED LK
APPLICANT'S NAME — PLEASE PRINT Paul D. Cleaver					Bus. Tel. 206-779-5652 Home Tel. 206-697-9411 Other Tel.
ADDRESS (STREET) 19741 NE Lincoln	(CITY) Poulsbo	(STATE) WA.	(ZIP CODE) 98370		

DATE & PLACE OF INCORPORATION IF APPLICANT IS A CORPORATION

1. SOURCE OF SUPPLY	
IF SURFACE WATER SOURCE (NAME OF STREAM, LAKE, SPRING, ETC.) (IF UNNAMED, SO STATE)	IF GROUND WATER SOURCE (WELL, TUNNEL, INFILTRATION TRENCH, ETC.) Drilled 2 wells
TRIBUTARY	SIZE AND DEPTH 6" casing 235'

2. USE		
USE TO WHICH WATER IS TO BE APPLIED (DOMESTIC SUPPLY, IRRIGATION, MINING, MANUFACTURING, ETC.) Domestic (single family residence)		
ENTER QUANTITY OF WATER REQUESTED USING UNITS OF: CUBIC FEET PER SECOND (CFS)	OR GALLONS PER MINUTE (GPM) 100 gpm	ACRE FEET PER YEAR 18.24
Times during year water will be required Continuous Residential usage		

IF IRRIGATION, NUMBER OF ACRES N.A.	IF DOMESTIC USE, NUMBER OF UNITS BY TYPE. E.G. 1-HOME, 1-MOBILE HOME, 2-CAMPSITES, ETC. 18	IF MUNICIPAL USE, ESTIMATED POPULATION 20 YEARS FROM TODAY N.A.
DATE PROJECT WAS OR WILL BE STARTED Mar. 1993	DATE PROJECT WAS OR WILL BE COMPLETED Nov. 1993	

3. LOCATION OF POINT OF DIVERSION/WITHDRAWAL					
3A. IF IN PLATTED PROPERTY					
LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)	SECTION	TOWN	RANGE
ALSO, PLEASE ENCLOSE A COPY OF THE PLAT AND MARK THE POINT(S) OF WITHDRAWAL OR DIVERSION					

3B. IF NOT IN PLATTED PROPERTY					
ON ACCOMPANYING SECTION MAPS, ACCURATELY MARK AND IDENTIFY EACH POINT OF DIVERSION, SHOW NORTH-SOUTH AND EAST-WEST DISTANCES FROM NEAREST SECTION CORNER OR PROPERTY CORNER					
ALSO, ENTER BELOW THE DISTANCES FROM THE NEAREST SECTION OR PROPERTY CORNER TO THE DIVERSION OR WITHDRAWAL.					

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION) Portion of NW 1/4 of S.E. 1/4	SECTION 7	TOWNSHIP N. 26	RANGE (E. OR W.) W.M. 2 E	COUNTY Kitsap
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4. DO YOU OWN THE LAND ON WHICH THIS SOURCE IS LOCATED. IF NOT, INSERT NAME & ADDRESS OF OWNER Yes

5. LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED ATTACH A COPY OF THE LEGAL DESCRIPTION OF THE PROPERTY (ON WHICH THE WATER WILL BE USED) TAKEN FROM A REAL ESTATE CONTRACT, PROPERTY DEED OR TITLE INSURANCE POLICY. OR, COPY CAREFULLY IN THE SPACE BELOW.
--

See Attached

WHAT IS YOUR INTEREST IN THE PROPERTY ON WHICH THE WATER IS TO BE USED (PROPERTY OWNER, LESSEE, CONTRACT PURCHASER, ETC.)

Owner

ARE THERE ANY EXISTING WATER RIGHTS RELATED TO THE LAND ON WHICH THE WATER IS TO BE USED (INCLUDING WATER PROVIDED BY IRRIGATION DISTRICTS OR DITCH COMPANIES.)

☐

YES

☒

NO

IF YES, FROM WHAT SOURCE (i.e. SURFACE OR GROUND WATER) AND UNDER WHAT AUTHORITY

6.

DESCRIPTION OF SYSTEM PROPOSED OR INSTALLED

(FOR EXAMPLE: SIZE OF PUMP, CAPACITY OF PUMP, PUMP MOTOR HORSE POWER, PIPE DIAMETER, NUMBER OF SPRINKLERS, ETC.)

Pump Model No. G35LD Goulds 35 LB Submersible
5 HP

(Test Well - Production Well)

REMARKS

7.

8.

COMPLETE THIS SECTION ONLY IF THIS APPLICATION INCLUDES IRRIGATION AS A USE

IN ORDER TO IMPLEMENT THE PROVISIONS OF INITIATIVE MEASURE NUMBER 59, THE FAMILY FARM WATER ACT WHICH WAS PASSED BY THE VOTERS ON NOVEMBER 3, 1977, WE MUST ASK THE FOLLOWING QUESTIONS:

DOES THE TOTAL NUMBER OF ACRES IN WHICH YOU HAVE CONTROLLING INTEREST IN THE STATE OF WASHINGTON EXCEED 2000 ACRES FOR THE FOLLOWING THREE CATEGORIES:

1. LANDS THAT ARE BEING IRRIGATED UNDER WATER RIGHTS ACQUIRED AFTER DECEMBER 8, 1977.

YES

☐

NO

☐

2. LANDS THAT MAY BE IRRIGATED UNDER APPLICATIONS NOW ON FILE WITH THE DEPARTMENT OF ECOLOGY.

YES

☐

NO

☐

3. LANDS THAT MAY BE IRRIGATED UNDER THIS APPLICATION.

YES

☐

NO

☐

IF 10 ACRE-FEET OR MORE OF WATER IS TO BE STORED AND/OR IF THE WATER DEPTH WILL BE 10 FEET OR MORE AT THE DEEPEST POINT, A STORAGE PERMIT MUST BE FILED IN ADDITION TO THIS PERMIT. THESE FORMS CAN BE SECURED, TOGETHER WITH INSTRUCTIONS, FROM THE DEPARTMENT OF ECOLOGY.

SIGNATURES

Paul D. Cleaver

LEGAL LANDOWNERS NAME
(PLEASE PRINT)

Paul D. Cleaver

APPLICANT'S SIGNATURE

Paul D. Cleaver

LEGAL LANDOWNER'S SIGNATURE (OWNER OF PROPERTY
DESCRIBED IN ITEM NUMBER 5)

19741 NE Lincoln Poulsbo WA
98370

LEGAL LANDOWNER'S ADDRESS

FOR OFFICE USE ONLY

STATE OF WASHINGTON

DEPARATMENT OF ECOLOGY

SS.

This is to certify that I have examined this application together with the accompanying maps and data,
and am returning it for correction or completion as follows:

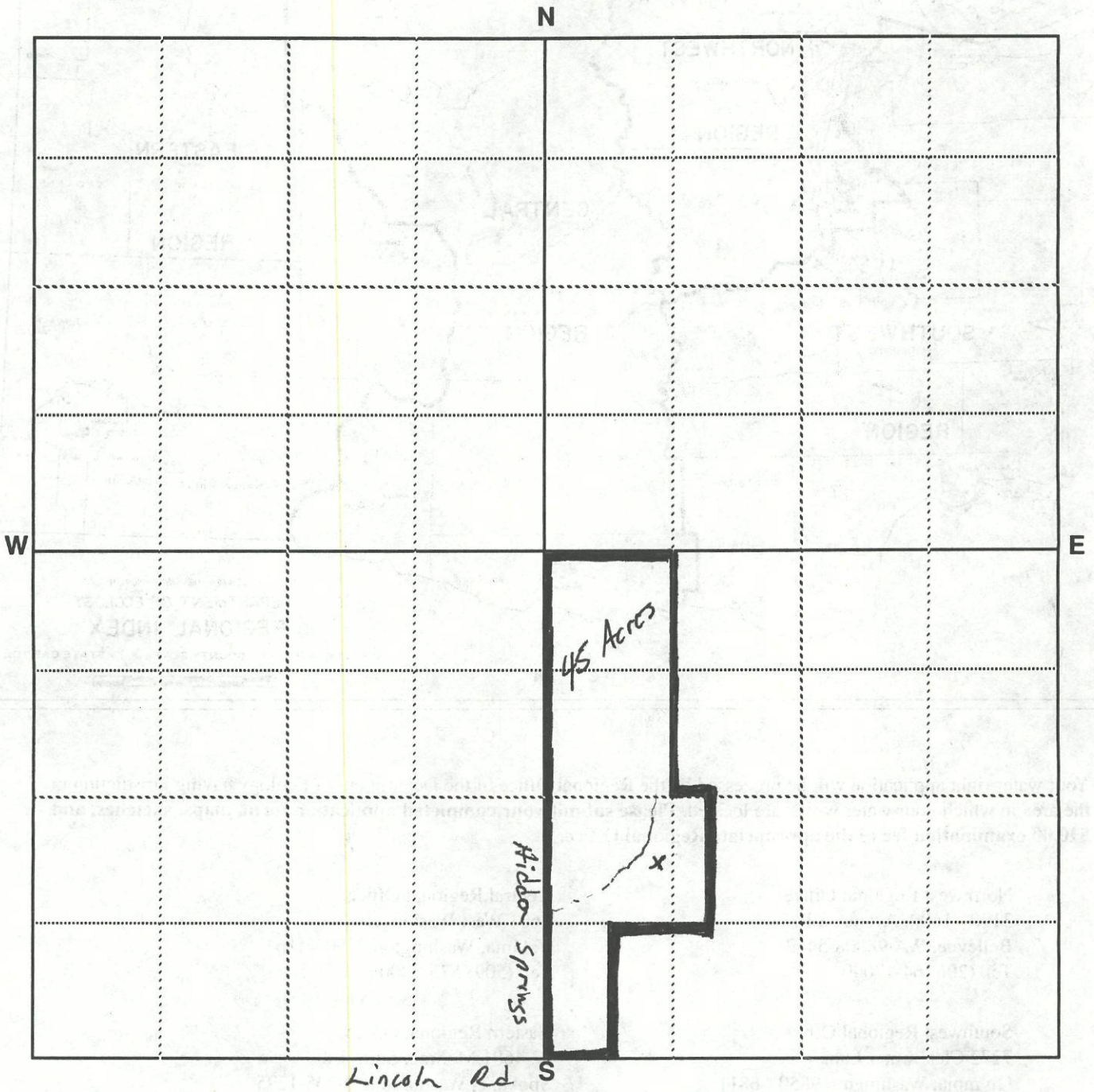
In order to retain its priority date, this application must be returned to the Department of Ecology, with

corrections, on or before, 19.....

Witness my hand this..... day of, 19.....

SECTION MAP

Sec. 7 Twp. 26 N. R. 2E W.M.



Scale: 1 inch = 800 feet (each small square = 10 acres)

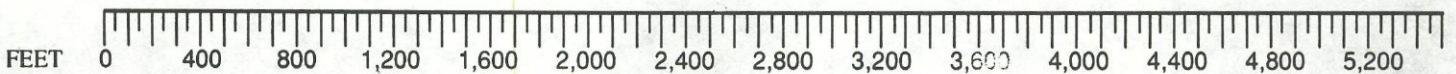
Show by a cross (X) the location of point of diversion (surface water source) or point of withdrawal (ground water source). For ground water applications, show by a circle (O) the locations of other wells or works within a quarter of a mile.

Indicate traveling directions from nearest town in space below.

In Poulso Turn off 305 at Lincoln Rd. go 2.5 miles to Hidden Springs Ln. Turn Left, Go in 900' to Unrecorded Rd Entrance on the right.

Detach here

Fold along scale



Detach this scale at the perforation, fold excess paper under or cut off excess by cutting along the scale line. This scale corresponds to the SECTION MAP above. You can read feet directly from this scale to outline property and locate points of diversion or withdrawal on the SECTION MAP. Enclose this map along with the application and \$10.00 examination fee.



Your water right application will be processed by the Regional Office of the Department of Ecology having jurisdiction in the area in which your water works are located. **Please submit your completed application form, maps, sketches, and \$10.00 examination fee to the appropriate Regional Office.**

Northwest Regional Office
3190 - 160th Avenue S.E.
Bellevue, WA 98008-5452
Tel. (206) 649-7000

Central Regional Office
3601 West Washington
Yakima, Washington 98903-1164
Tel. (509) 575-2800

Southwest Regional Office
7272 Cleanwater Lane
Olympia, Washington 98504-6811
Tel. (206) 586-6380

Eastern Regional Office
N. 4601 Monroe, Suite 100
Spokane, Washington 99205-1295
Tel. (509) 456-2926

The appropriate Regional Office will be happy to answer any further questions you may have.



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LAND FORM

REAL ESTATE PURCHASE & SALE AGREEMENT

THIS CONTRACT CONTROLS THE TERMS OF THE SALE OF REAL PROPERTY

(Please read carefully before signing.)



No. 24428

Poulsbo

, Washington

November 25,

19 92

Received from Paul D. and Susan A. Cleaver, Husband and Wife (Buyer)
 the sum of \$ 10,500.00 in the form of cash of \$ n/a, check for \$ 10,500.00 note for \$ n/a which has been
 deposited with ☒ Selling Broker (Broker shall deposit any earnest money check only after mutual acceptance), ☐ or _____ as
 earnest money and as a credit to Buyer on the closing of the following described real estate, which Buyer agrees to buy and Seller agrees
 to sell, located in Kitsap County, Washington, commonly known as nine (9) separate tax
 and legally described as follows: parcels, all in section 7, township 26, range 2 East (WMA),
quarter section four (SE-1/4), parcels #024, 025, 026, 027, 028, 029, 030,
031, and 032 (legal descriptions attached hereto).
 (Buyer and Seller authorize Broker[s] to insert, correct, or attach the above legal description prior to the date of closing.)

1. **PURCHASE PRICE:** The total price is Three Hundred Fifty Thousand Dollars and n0/100
 Dollars (\$ 350,000.00), payable as follows:
Eighty seven thousand five hundred dollars down payment at closing of escrow
Balance of \$262,500 on Promissory note and deed of trust
9.0% interest, Interest only payments of 1968.75/month, or more at Purchaser's
option; with the entire principal balance owing payable at the end of five (5)
years. No prepayment penalty.

**** The earnest money check will be deposited within four (4) business days
 after mutual acceptance of the offer.**

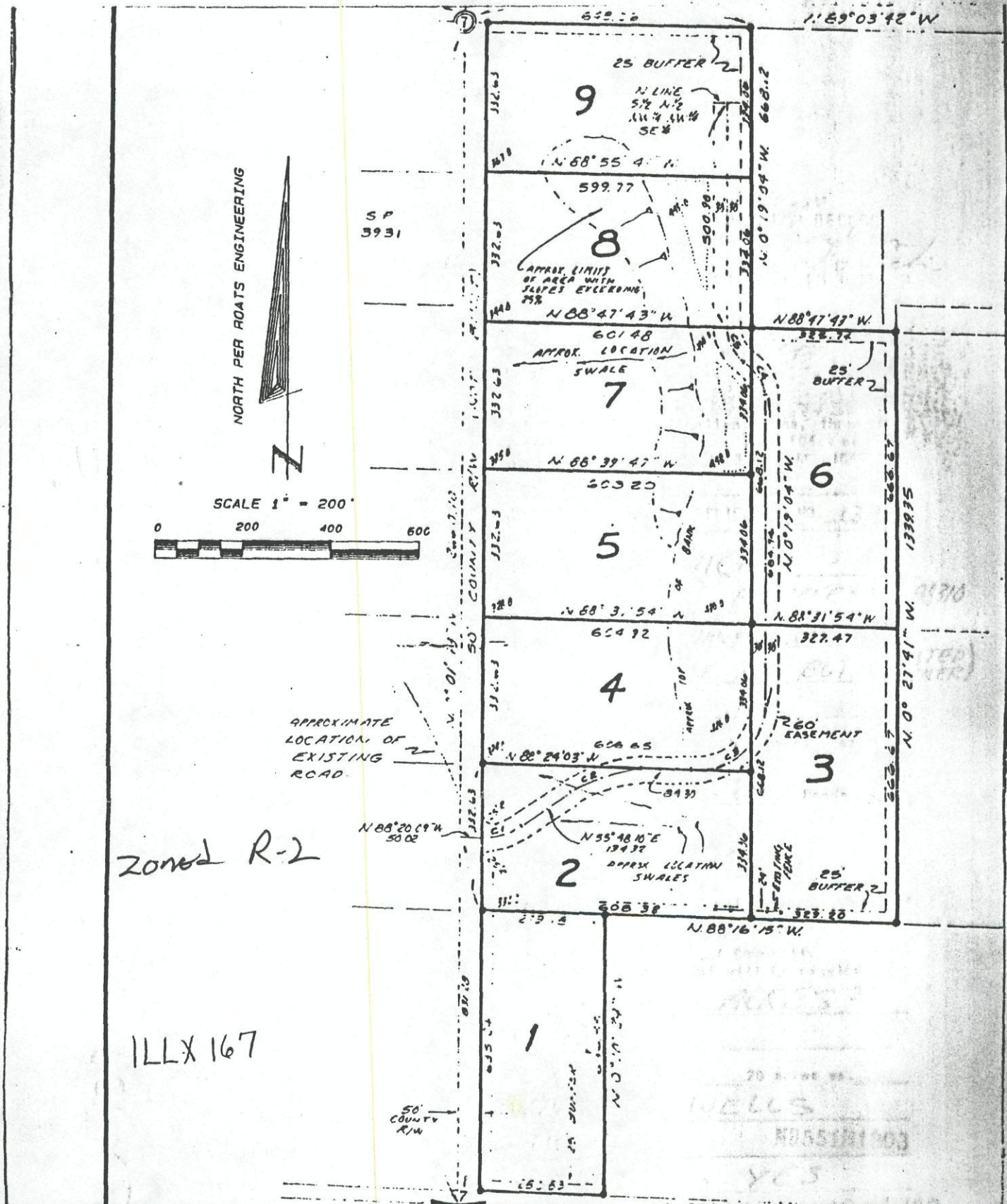
2. **BUYER'S REPRESENTATION:** Buyer represents that Buyer has sufficient funds available to close this sale in accordance with this Agreement, and is not relying on any contingent source of funds unless otherwise set forth in this Agreement. Contingencies and continuing Marketing Addendum, if required, are attached ☒ **ADDENDUM # 1**
3. **TITLE:** Unless otherwise specified in this Agreement, title to the property shall be marketable at closing. Rights, reservations, covenants, conditions, and restrictions, presently of record, easements, and encroachments, not materially affecting the value of the property or unduly interfering with Buyer's intended use of the property, shall not cause the title to be considered unmarketable. Buyer shall conclusively be deemed to have accepted the condition of title unless Listing Broker receives notice of Buyer's objections within 7 days (7 days if not filled in) after the preliminary commitment for title insurance is received by or made available to Buyer. Encumbrances to be discharged by Seller shall be paid by Seller on or before closing.
4. **TITLE INSURANCE:** Seller authorizes closing agent, at Seller's expense, to apply for a standard form owner's policy of title insurance, to be issued by STEWART Title Insurance Company. The title policy shall contain no exceptions other than those contained in said standard form and those not inconsistent with this Agreement. If title is not so insurable and cannot be made so insurable prior to closing, Buyer may elect either to waive such encumbrances or defects, or to terminate this Agreement and receive a refund of the earnest money. Buyer acknowledges that a standard form of title insurance does not insure the location of boundaries and that an extended form of insurance is available at additional costs to buyer.
5. **CONVEYANCE:** (a) If this Agreement provides for conveying fee title, title shall be conveyed by statutory warranty deed free of encumbrances and defects except those included in this Agreement or otherwise acceptable to Buyer. (b) If this Agreement provides for a sale by a real estate contract, Seller and Buyer agree to execute a real estate contract for the balance of the purchase price on Real Estate Contract form ☐ LPB-44 ☐ LPB-45 ☐ other _____. A copy of the contract form is attached and made a part of this Agreement. Title shall be conveyed by statutory warranty fulfillment deed upon payment in full. (c) If the property is subject to an existing contract, mortgage, deed of trust or other encumbrance which Seller is to continue to pay, Seller agrees to continue to pay in accordance with the terms of that agreement. If Seller should default under any of the terms of that agreement, Buyer shall have the right to make any payments necessary to remove the default. Any payment so made, shall be applied to the payments next falling due on the contract between Seller and Buyer. (d) If this Agreement provides for the sale and transfer of vendee's interest under an existing real estate contract, Seller shall convey Seller's interest by an assignment of contract and deed sufficient in form to convey after acquired title.
6. **OTHER ITEMS:** The following items are included at no additional cost: NONE

The following items are not included: none

Crops ☒ are ☐ are not included in the sale.

7. **UTILITIES:** Seller represents to the best of Seller's knowledge that the property is serviced by the following: ☐ public/community/private water system, ☐ irrigation system, ☐ public sewer, ☐ septic system, ☐ other _____. Seller further represents to the best of Seller's knowledge that (1) the sewage system serving the property is in apparent working order, (2) the Seller has no knowledge of any needed repairs for the sewage system, (3) the sewage system will be in good working order at the time of closing, (4) during the Seller's term of ownership the private well serving the property has provided an adequate supply of household water meeting State Department of Social and Health Services purity standards, if required, and (5) continued use of the well is authorized

compliments of Charter Title Corporation



This sketch is not based upon a survey of the property. It is furnished without charge courtesy of CHARTER TITLE CORPORATION, solely for the purpose of assisting in locating the said premises. It does not purport to show all roads or easements. The company assumes no liability for inaccuracies therein.

PORTION OF THE SE QUARTER
SEC: 7 TWSP: 26 RNGE: 2E